

October 5, 2009

Received & Inspected

OCT. 14 2009

FCC Mail Room

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

Reference CC Docket No.96-45 and CC Docket No. 02-6

Billed Entity: 141271 (Alief Independent School District)
Form 470: 218750000701731
Form 471: 672733
Discount %: 84%
SPIN #: 143020189 (eChalk, Inc.)
Contact: Donna Senf
Address: 4250 Cook Rd, Houston, Texas 77072
E-Mail: donna.rea@aliefisd.net
Phone #: 281-988-3333
Fax#: 281-988-3332

On May 13, 2009, I received a letter from eChalk, our service provider for Web Hosting, to tell us that 94% of their services versus 84% were eligible for funding through the Schools and Libraries Program. Although this vendor encouraged me several times to contact their e-rate department, I hesitated because I am did not want to file an appeal per the service provider's understanding versus that of Schools and Libraries. So, I waited as indicated on their letter (see attached), for a contact from a PIA reviewer. This letter never followed, so I contacted Schools and Libraries to check out the validity of the increased percentage. The service person I spoke with said she had never heard of a percentage increasing, and I left it at that after passing on the information to the program coordinator. Unfortunately, I did not keep the reference number for this call.

I, again, received a call from the service provider notifying me that Schools and Libraries had not heard from me regarding an appeal to increase our percentage. I told him what the first contact told me; and after speaking with the gentleman for

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List ABCDE

FCC Appeal
Page 2
October 5, 2009

several minutes, I told him I would contact Schools and Libraries again. On August 14, 2009, I called again and was given the same answer—Case #21-931819. I also made another contact with multiple questions (some not pertaining to this issue)-Case 21-937557. Prior to making this call, I was told that the cost allocation process was approved by Eric Flock. When I gave this information to the Schools and Libraries' contact, she did not recognize Mr. Flock as a fellow employee. The contact did, however, finally shed some light on what the vendor had been trying to relay—that the vendor's eligibility level (what is eligible versus what is ineligible) may have changed.

Attached is the letter that explains the eligibility increase as per contract # 07-7554-33482 between the Alief Independent School District and eChalk. Please accept this letter as a formal appeal to the FCC for the Alief School District to take advantage of additional funding in the amount of \$20,853.42--as per the services indicated on our 470 posting (also attached). Services began on July 1, 2009 and will continue through June 30, 2010. Although I have not made a formal appeal to USAC, I was told by the representative (Case 21-937557) that the timeframe had expired for making appeals directly to USAC and that I should forward an appeal to the FCC.

Sincerely,



Donna Senf Rea, Manager
Communication Services

Attachments:

Form 470: 218750000701731 (Including Block 2, Number 9, **Service or Function**)

Form 471: 672733

May 13, 2009 Letter from eChalk
eChalk Change Order



FORM 470 RECEIPT NOTIFICATION LETTER
(Funding Year 2009: 07/01/2009-06/30/2010)

November 28, 2008

Donna Senf
ALIEF INDEP SCHOOL DISTRICT
4250 Cook Road
Houston, TX 77072

Re: Form 470 Application Number: 218750000701731
Entity Number: 141271
Applicant's Form Identifier: web0910
Date Form 470 Posted: 11/20/2008
Allowable Contract Date: 12/18/2008
Corrections Due by: 12/18/2008

This is your notification that the above Form 470 "Description of Services Requested and Certification Form," has been received by USAC, although we have NOT received the required certification, either online or on paper, as of the date of this letter. Your FCC Form 471, "Services Ordered and Certification Form," that references the above Form 470 cannot be reviewed without your certification of the Form 470.

Attached to this RNL is a Report summarizing the information you provided to USAC for the above Form 470, application number 218750000701731. Also included are advisories to assist you in appropriate use of the Form 470 to establish funding requests on your Form 471.

It is important that you review this Report now to make sure the products and services you require have been correctly posted and, if necessary, take any appropriate corrective action as soon as possible. You are allowed to correct certain errors on your form but not others. The Report indicates if a correction to a field is allowed.

- If a correction to a field is allowed, follow the instructions below to submit your correction to USAC.
- If corrections are not allowed, you must file a new Form 470.

Please note that this letter provides the notice required by the Bishop Perry Order (FCC 06-54, released 5/19/2006), permitting you to review and make allowable corrections to your Form 470 by 12/18/2008.

To make an allowable correction, please do the following:

- Verify that the allowed correction can be made through the RNL correction process. Any non-allowable corrections submitted through the RNL correction process will not be made.
- Make a copy of your report and indicate on the copy any allowable corrections in the spaces indicated.
- Sign the copy and include your name, title, contact information, and date.
- Submit the copy using the guidance posted on the Form 470 RNL page on our website at www.usac.org/sl/applicants/step03/form470-filing-receipt-notification-letter.aspx.
- Corrections must be submitted no later than 12/18/2008.
- Retain a copy of the RNL and any submitted corrections.
- To determine what corrections are allowable and why review of this Report is important to you, see the "List of correctable ministerial and clerical errors" posted at www.usac.org/_res/documents/sl/pdf/List-of-Correctable-Ministerial-and-Clerical-Errors.pdf.

GENERAL REMINDERS

- Use the Form 470 Application Number shown above in any Form 471, Block 5 Funding Request that cites this Form 470. Share this number with those schools and/or libraries who may wish to cite this Form 470 in their Form(s) 471.
- Follow all applicable state and local procurement laws and be prepared to demonstrate compliance with these laws.
- Include appropriate contingencies in contracts for any or all of the requested services in the event of modification or denial of funding.
- See "Guide to USAC Letter Reports" posted in Reference Area of our website at <http://usac.org/sl/tools/reference/guide-usac-letter-reports.aspx>.
- Watch our website for information about the Form 471 filing window.
- You can view your entire Form 470 by clicking on the "Search Posted" button in the Apply Online area of the website.
- Use the print feature on your browser to print any portion of your Form 470 or the entire application as posted.

COMPLETE PROGRAM INFORMATION is posted on our website. You may also contact our Client Service Bureau using the "Submit a Question" link on our website, toll-free by fax at 1-888-276-8736 or toll-free by phone at 1-888-203-8100.

Schools and Libraries Division
Universal Service Administrative Company

Form 470 218750000701731 RNL Report
Funding Year 2009

THIS REPORT DOES NOT CONTAIN ANY DECISIONS CONCERNING YOUR REQUESTS FOR DISCOUNTS.
USE THIS REPORT TO LIST OR INDICATE CORRECTIONS YOU WISH TO MAKE TO YOUR FORM 470.

Allowable Contract Date: 12/18/2008

This is the earliest date to execute contracts for contracted services, select your service provider(s) (including tariff/month-to-month service providers), and sign and submit your FCC Form 471, "Services Ordered and Certification Form" based on this Form 470. Any funding request with earlier dates for these actions that cite this Form 470 as the establishing Form 470 will result in denial.

Corrections Below Submitted by:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Email, Fax Number or Phone Number: _____

Item #	Data Entered on FCC Form 470	Make Corrections Here
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1. Name of applicant	ALIEF INDEP SCHOOL DISTRICT	
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3. Entity Number	141271	
6a. Contact Person's Name	Donna Senf	
6c. Contact Telephone	281-988-3333	
6d. Contact Fax	581-988-3332	
6e. Contact Email	donna.senf@aliefisd.net	

7a. Tariffed or Month-to-Month	No	Corrections not allowed
7b. New Written Contract	Yes	Corrections not allowed
Multi-year contract	Yes	Corrections not allowed
Voluntary extensions	Yes	Corrections not allowed
7c. Contract signed on or before 7/10/1997	No	Corrections not allowed

- Although corrections to Items 7a and 7b are not allowed, your choice of services on the Form 471 is not limited by the choices you indicate for these items.
- You must post a new Form 470 each funding year for tariff or month-to-month services.
- Item 7c should be checked ONLY if your contract was signed on or before 7/10/1997.

8. Telecommunications Service	Not Posted	Corrections not allowed
9. Internet Access	Posted - No RFP	Corrections not allowed
10. Internal Connections Other than Basic Maintenance	Not Posted	Corrections not allowed
11. Basic Maintenance of Internal Connections	Not Posted	Corrections not allowed

- You cannot seek discounts for products or services in a Category of Service on the Form 471 if those services in those categories were not indicated on a Form 470. You must post a new Form 470 and wait the required 28 days to correct this.
- If you indicated in this Form 470 that an RFP is available for a service but one is not, your funding request will be denied. You must post a new Form 470 and wait the required 28 days to correct this.

Form 470 218750000701731 RNL Report
Funding Year 2009

Item # Data Entered on FCC Form 470 Make Corrections Here

12. Technical Contact Name Bill Marshall
Telephone Number 281-498-8110
Fax Number 281-983-1695
Email Address bill.marsdhall@aliefisd.net

16c. Number of Entities in School District, 47
Library or Consortium

- Corrections to the number of eligible entities is allowable as long as the new information is not a significant departure from the scope of the original request and is due to clerical error.

17. Billed Entities:

89388 - A J MARTIN ELEMENTARY SCHOOL
89368 - ALBRIGHT MIDDLE SCHOOL
89369 - ALEXANDER ELEMENTARY SCHOOL
141271 - ALIEF INDEP SCHOOL DISTRICT
89371 - ALIEF LEARNING CENTER
89372 - ALIEF MIDDLE SCHOOL
88679 - AUDREY JUDY BUSH ELEMENTARY SCHOOL
150242 - Alief Independent School District
150243 - Alief Independent School District
150244 - Alief Independent School District
150245 - Alief Independent School District
89373 - BEST ELEMENTARY SCHOOL
89374 - BOONE ELEMENTARY SCHOOL
235462 - BUDEWIG
88863 - CHAMBERS ELEMENTARY SCHOOL
89375 - CHANCELLOR ELEMENTARY SCHOOL
89376 - CUMMINGS ELEMENTARY SCHOOL
89377 - ELSIK HIGH SCHOOL
89378 - HASTINGS HIGH SCHOOL
89379 - HEARNE ELEMENTARY SCHOOL
89380 - HEFLIN ELEMENTARY SCHOOL
199078 - HELEN DE LOS SANTOS MATA INTERMEDIATE
88945 - HICKS ELEMENTARY SCHOOL
16044289 - HOLMOUIST ELEMENTARY
89381 - HOLUE MIDDLE SCHOOL
16033379 - HORN ELEMENTARY
207897 - Instructional Support Center
89382 - KERR HIGH SCHOOL
89383 - KILLOUGH MIDDLE SCHOOL
89384 - KLENTZMAN INTERMEDIATE SCHOOL
88866 - LANDIS ELEMENTARY SCHOOL
89385 - LIESTMAN ELEMENTARY SCHOOL
89386 - M KENNEDY ELEMENTARY SCHOOL
89387 - MAHANAY ELEMENTARY SCHOOL
199077 - MARGAET COLLINS ELEMENTARY
207892 - MILLER INTERMEDIATE SCHOOL
89389 - O'DONNELL MIDDLE SCHOOL
89390 - OLLE MIDDLE SCHOOL
88939 - OUTLEY ELEMENTARY SCHOOL
89391 - OWENS INTERMEDIATE SCHOOL
89392 - PETROSKY ELEMENTARY SCHOOL
89393 - REES ELEMENTARY SCHOOL
89394 - SMITH ELEMENTARY SCHOOL
89395 - SNEED ELEMENTARY SCHOOL
207895 - Taylor High School
89396 - YOUENS ELEMENTARY SCHOOL
88864 - YOUNGBLOOD INTERMEDIATE SCHOOL

- Billed Entities other than the entity listed in Item 3 of this form must be listed in Item 17 except as indicated on the form.

and RFP, you risk denial of your funding requests.

a ☒ **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☒ **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c ☒ Check this box if you prefer discounts on your bill.

☒ Check this box if you prefer reimbursement after paying your bill in full.

☒ Check this box if you do not have a preference.

Service or Function:	Quantity and/or Capacity:
Web Hosting	Alief ISD is requesting Web hosting via a content management system with Web 2.0 technology. Services requested are communications support of RSS, email, alerts, ajax, authoring, database driven page generation, dns services for hosts,
web hosting continued	graphics design for panels on pages for schools, support 24/7 and back up services. The service needs to include collaboration toolset to allow teachers to host class pages
web hosting continued	and accept student work via a file submission mechanism with user level security granularity.
web hosting continued	The service will also need to be available for 25,000 users at 47 sites between July 1, 2009-June 30, 2010.

10 ☐ Internal Connections Other than Basic Maintenance

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.

a ☒ **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☒ **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each service or function (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c ☒ Check this box if you prefer discounts on your bill.

☒ Check this box if you prefer reimbursement after paying your bill in full.

☒ Check this box if you do not have a preference.

11 ☐ Basic Maintenance of Internal Connections

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check



FUNDING COMMITMENT DECISION LETTER
(Funding Year 2009: 07/01/2009 - 06/30/2010)

May 19, 2009

Donna Senf
ALIEF INDEP SCHOOL DISTRICT
4250 COOK ROAD
HOUSTON, TX 77072

Re: Form 471 Application Number: 672733
Billed Entity Number (BEN): 141271
Billed Entity FCC RN: 0012664447
Applicant's Form Identifier: 0910web

Thank you for your Funding Year 2009 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$175,168.73 is "Approved."

Please refer to the Report following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file FCC Form 486, Receipt of Service Confirmation Form. A guide that provides a definition for each line of the Report is available in the Reference Area of our website.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity applicant) - as products and services are being delivered and billed

TO APPEAL THIS DECISION:

You have the option of filing an appeal with the SLD or directly with the Federal Communications Commission (FCC).

If you wish to appeal a decision in this letter to USAC, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - Form 471 Application Number 672733 as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2009," AND
 - The exact text or the decision that you are appealing.

3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
100 S. Jefferson Road
P.O. Box 902
Whippany, NJ 07981

If you wish to appeal a decision in this letter to the FCC, you should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must bill the applicant at the same time it bills USAC. If USAC is being billed via the FCC Form 472, the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. If you are using a trade-in as part of your non-discount portion, please refer to our website for more information.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

FUNDING COMMITMENT REPORT
Billed Entity Name: ALIEF INDEP SCHOOL DISTRICT
BEN: 141271
Funding Year: 2009

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 672733
Funding Request Number: 1836651
Funding Status: Funded
Category of Service: Internet Access
Form 470 Application Number: 218750000701731
SPIN: 143020189
Service Provider Name: eChalk Inc.
Contract Number: 07-7554-33482
Billing Account Number: N/A
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2009
Service End Date: N/A
Contract Award Date: 01/23/2009
Contract Expiration Date: 06/30/2010
Shared Worksheet Number: 1088530
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$208,534.20
Pre-discount Amount: \$208,534.20
Discount Percentage Approved by the USAC: 84%
Funding Commitment Decision: \$175,168.73 - FRN approved as submitted

FCDL Date: 05/19/2009

Wave Number: 004

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2010



Communicate, Collaborate, Connect

May 13, 2009

Donna Senf
Alief Independent School District
PO Box 68
Alief, TX 77411

Re: eChalk E-rate eligibility increase; Contract # 07-7554-33482

Dear Donna Senf,

Great news! The SLD has announced a change in their eligibility rules in the Web hosting category. Specifically, the SLD has determined that intranet services are now eligible to receive E-rate discounts. As a result, **eChalk's eligibility percentage has gone up from 84% to 94%!** This means you will pay less for the eChalk service, and the E-rate program pays more. Here is a breakdown of your potential savings:

Client Name	SLD Portion at 84%	District portion at 84%	SLD Portion at 94%	District Portion at 94%
Alief Independent School District	\$175168.73	\$92666.27	\$196022.15	\$71812.85
Total Savings	\$20853.42			

PIA reviewers will be sending a letter notifying you of eChalk's increased eligibility rate of 94% and outlining the requirements to take advantage of this increased discount in funding year 2009. Please read their letter carefully and respond promptly. Your new funding request at the new 94% eligibility level should equal: \$196022.15. If you have any questions about the letter and how to respond, please feel free to contact eChalk for assistance.

You will *not* be required to sign a new contract with eChalk as a result of this change. Please simply issue a Purchase Order to eChalk for the appropriate amount and you will be billed accordingly.

If this letter has reached you in error, please forward to the appropriate billing contact at your site.

We look forward to serving you this year!

Sincerely,
eChalk, Inc.
Billing@eChalk.com

*called SLD on 8/14/09 to verify --
according to their records, it is 84%.
Case 21-931819*

eCHALK CHANGE ORDER

This order for the services set forth herein constitutes a Change Order to Service Order 07-7554-33482 and to the Master Services Agreement* (MSA #07-7554) between eChalk Inc. ("eChalk") and Alief Independent School District (the "School/District") collectively, the "Agreement."

School/District Contact Information:

Alief Independent School District
PO Box 68
Alief, TX 77411
(281) 498-8110
(281) 757-1923

eChalk Contact Information:

eChalk Inc.
199 Water Street, 16th Floor
New York, NY 10038
(800) 809-3349
(866) 662-5078 (fax)

Ordered Services and Fees. eChalk agrees to provide the School/District with the following services ("Ordered Services") which are detailed in the Description of Services document. The School/District agrees to pay eChalk the total nonrefundable cost set forth below for the Ordered Services.^{††}

Description	Units	Qty.	Price per Unit	Number of Months	Total Cost	Elig % ¹	Eligible Cost ²	SLD Cost ³	Customer Net Cost ⁴
On-Site eChalk Administrator Training - eChalkAnytime	Day(s)	9	\$1,995.00	One-Time	\$17,955.00	94	\$16,877.70	\$14,177.27	\$3,777.73
User Licenses	User(s)	8,500	\$9.00	12	\$76,500.00	94	\$71,910.00	\$60,404.40	\$16,095.60
Volume Discount - Site	Discount	8,975	(\$1.00)	One-Time	(\$8,975.00)	94	(\$6,558.50)	(\$5,507.46)	(\$1,467.54)
Volume Discount - User License	Discount	28,350	(\$1.00)	One-Time	(\$26,350.00)	94	(\$24,769.00)	(\$20,805.98)	(\$5,544.04)
eChalk Data Transfer	Site(s)	44	\$195.00	One-Time	\$8,580.00	0	\$0.00	\$0.00	\$8,580.00
eChalkAnytime	Site(s)	45	\$1,995.00	12	\$89,775.00	94	\$84,388.50	\$70,886.34	\$18,888.66
eChalkEssentialSupport - Major District	District	1	\$9,000.00	12	\$9,000.00	0	\$0.00	\$0.00	\$9,000.00
eChalkSISWindow	District	1	\$2,000.00	One-Time	\$2,000.00	0	\$0.00	\$0.00	\$2,000.00
TOTAL					\$170,485.00		\$141,850.70	\$119,154.59	\$61,330.41

¹E-rate Eligible %: eChalkAnytime, eChalkClassview, and eChalkPLC are 94% E-rate eligible. eChalkWebvantage is 80% E-rate eligible. Bundled ineligible services include file storage and content editing features and have been cost allocated out of this pricing. On-Site eChalk Administrator training has the same eligibility level as the type of service on which the training is focused.

²E-rate Eligible Cost: The Total Cost multiplied by the E-rate Eligible %.

³SLD Cost: Based on the School/District's reported E-rate discount of 84%. Percentage is subject to change by the SLD (USAC).

⁴Customer Net Cost: The Total Cost less the amount reimbursed by the SLD (SLD Cost).

Service Start Date: 7/1/2009
Service End Date: 6/30/2010
Contract Expiration Date: 8/30/2010^{†††}

On behalf of the School/District:

Signature

Name

Title

Date

On behalf of eChalk:

Signature

John Aiello

Name

VP of Finance

Title

8/28/09

Date

[†]In the event of a conflict between the Master Services Agreement, the Change Order(s), and any terms and conditions contained in any purchase order issued by the School/District, the order of priority for purposes of interpretation shall be the Master Services Agreement and then this Change Order. Any terms and conditions contained in a purchase order issued by the School/District shall not be controlling.

^{††}Such amount does not include sales, value added or similar taxes of any nature. The School/District shall pay applicable taxes when invoiced by eChalk or shall supply appropriate tax exemption certificates in a form satisfactory to eChalk. All invoices are net 30 days and are nonrefundable. Irrespective of the status of E-rate funding, full payment of the total cost of this agreement is due no later than 120 days from the service start date.

^{†††}The terms and conditions of this contract shall be valid through this date. If this agreement is terminated prior to the contract expiration date a 10% early termination fee will be added to the total cost of the contract.

Voluntary Extensions (If Applicable): In accordance with SLD guidelines, upon mutual written agreement of both parties, the School/District has the option to voluntarily extend contracts with a term of one year or less beyond its original expiration date for up to four (4) additional one year terms at the pricing in effect at the time of the contract extension.

eCHALK CHANGE ORDER

This order for the services set forth herein constitutes a Change Order to Service Order 07-7554-34905 and to the Master Services Agreement* (MSA #07-7554) between eChalk Inc. ("eChalk") and Alief Independent School District (the "School/District") collectively, the "Agreement."

School/District Contact Information:

Alief Independent School District
PO Box 68
Alief, TX 77411
(281) 498-8110
(281) 757-1923

eChalk Contact Information:

eChalk Inc.
199 Water Street, 16th Floor
New York, NY 10038
(800) 809-3349
(866) 662-5078 (fax)

Ordered Services and Fees. eChalk agrees to provide the School/District with the following services ("Ordered Services") which are detailed in the Description of Services document. The School/District agrees to pay eChalk the total nonrefundable cost set forth below for the Ordered Services.**

Description	Units	Qty.	Price per Unit	Number of Months	Total Cost	Elig % ¹	Eligible Cost ²	SLD Cost ³	Customer Net Cost ⁴
Volume Discount -- Site	Discount	155	(\$1.00)	One-Time	(\$155.00)	94	(\$145.70)	(\$122.39)	(\$32.61)
eChalkAnytime	Site(s)	1	\$1,995.00	12	\$1,995.00	94	\$1,875.30	\$1,575.25	\$419.75
TOTAL					\$1,840.00		\$1,729.60	\$1,452.86	\$387.14

¹**E-rate Eligible %:** eChalkAnytime, eChalkClassview, and eChalkPLC are 94% E-rate eligible. eChalkWebvantage is 80% E-rate eligible. Bundled ineligible services include file storage and content editing features and have been cost allocated out of this pricing. On-Site eChalk Administrator training has the same eligibility level as the type of service on which the training is focused.

²**E-rate Eligible Cost:** The Total Cost multiplied by the E-rate Eligible %.

³**SLD Cost:** Based on the School/District's reported E-rate discount of 84%. Percentage is subject to change by the SLD (USAC).

⁴**Customer Net Cost:** The Total Cost less the amount reimbursed by the SLD (SLD Cost).

Service Start Date: **7/1/2009**
Service End Date: **6/30/2010**
Contract Expiration Date: **6/30/2010*****

On behalf of the School/District:

Signature

Name

Title

Date

On behalf of eChalk:

Signature

John Aiello

Name

VP of Finance

Title

8/28/09

Date

*In the event of a conflict between the Master Services Agreement, the Change Order(s), and any terms and conditions contained in any purchase order issued by the School/District, the order of priority for purposes of interpretation shall be the Master Services Agreement and then this Change Order. Any terms and conditions contained in a purchase order issued by the School/District shall not be controlling.

**Such amount does not include sales, value added or similar taxes of any nature. The School/District shall pay applicable taxes when invoiced by eChalk or shall supply appropriate tax exemption certificates in a form satisfactory to eChalk. All invoices are net 30 days and are nonrefundable. Irrespective of the status of E-rate funding, full payment of the total cost of this agreement is due no later than 120 days from the service start date.

***The terms and conditions of this contract shall be valid through this date. If this agreement is terminated prior to the contract expiration date a 10% early termination fee will be added to the total cost of the contract.

Voluntary Extensions (If Applicable): In accordance with SLD guidelines, upon mutual written agreement of both parties, the School/District has the option to voluntarily extend contracts with a term of one year or less beyond its original expiration date for up to four (4) additional one year terms at the pricing in effect at the time of the contract extension.

eCHALK CHANGE ORDER

This order for the services set forth herein constitutes a Change Order to Service Order 07-7554-33482 and to the Master Services Agreement* (MSA #07-7554) between eChalk Inc. ("eChalk") and Alief Independent School District (the "School/District") collectively, the "Agreement."

School/District Contact Information:

Alief Independent School District
PO Box 68
Alief, TX 77411
(281) 498-8110
(281) 757-1923

eChalk Contact Information:

eChalk Inc.
199 Water Street, 16th Floor
New York, NY 10038
(800) 809-3349
(866) 662-5078 (fax)

Ordered Services and Fees. eChalk agrees to provide the School/District with the following services ("Ordered Services") which are detailed in the Description of Services document. The School/District agrees to pay eChalk the total nonrefundable cost set forth below for the Ordered Services.**

Description	Units	Qty.	Price per Unit	Number of Months	Total Cost	Elig % ¹	Eligible Cost ²	SLD Cost ³	Customer Net Cost ⁴
On-Site eChalk Administrator Training - eChalkAnytime	Day(s)	9	\$1,995.00	One-Time	\$17,955.00	84	\$15,082.20	\$12,669.05	\$5,285.95
User Licenses	User(s)	8,500	\$9.00	12	\$76,500.00	84	\$64,260.00	\$53,978.40	\$22,521.60
Volume Discount - Site	Discount	6,975	(\$1.00)	One-Time	(\$6,975.00)	84	(\$5,859.00)	(\$4,821.56)	(\$2,053.44)
Volume Discount - User License	Discount	26,350	(\$1.00)	One-Time	(\$26,350.00)	84	(\$22,134.00)	(\$18,592.56)	(\$7,757.44)
eChalk Data Transfer	Site(s)	44	\$195.00	One-Time	\$8,580.00	0	\$0.00	\$0.00	\$8,580.00
eChalkAnytime	Site(s)	45	\$1,995.00	12	\$89,775.00	84	\$75,411.00	\$63,345.24	\$26,429.76
eChalkEssentialSupport - Major District	District	1	\$9,000.00	12	\$9,000.00	0	\$0.00	\$0.00	\$9,000.00
eChalkSiWindow	District	1	\$2,000.00	One-Time	\$2,000.00	0	\$0.00	\$0.00	\$2,000.00
TOTAL					\$170,485.00		\$126,760.20	\$106,478.57	\$64,006.43

¹**E-rate Eligible %:** eChalkAnytime, eChalkClassview, and eChalkPLC are 84% E-rate eligible. eChalkWebvantage is 80% E-rate eligible. Bundled ineligible services include file storage and content editing features and have been cost allocated out of this pricing. On-Site eChalk Administrator training has the same eligibility level as the type of service on which the training is focused.

²**E-rate Eligible Cost:** The Total Cost multiplied by the E-rate Eligible %.

³**SLD Cost:** Based on the School/District's reported E-rate discount of 84%. Percentage is subject to change by the SLD (USAC).

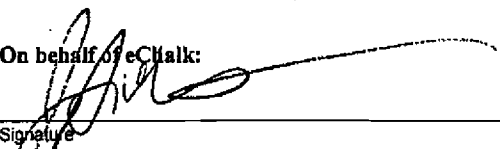
⁴**Customer Net Cost:** The Total Cost less the amount reimbursed by the SLD (SLD Cost).

Service Start Date: 7/1/2010
Service End Date: 6/30/2011
Contract Expiration Date: 6/30/2011***

On behalf of the School/District:

Signature _____
Name _____
Title _____
Date _____

On behalf of eChalk:

Signature 
Name John Aiello
Title VP of Finance
Date 9/11/09

*In the event of a conflict between the Master Services Agreement, the Change Order(s), and any terms and conditions contained in any purchase order issued by the School/District, the order of priority for purposes of interpretation shall be the Master Services Agreement and then this Change Order. Any terms and conditions contained in a purchase order issued by the School/District shall not be controlling.

**Such amount does not include sales, value added or similar taxes of any nature. The School/District shall pay applicable taxes when invoiced by eChalk or shall supply appropriate tax exemption certificates in a form satisfactory to eChalk. All invoices are net 30 days and are nonrefundable. Irrespective of the status of E-rate funding, full payment of the total cost of this agreement is due no later than 120 days from the service start date.

***The terms and conditions of this contract shall be valid through this date. If this agreement is terminated prior to the contract expiration date a 10% early termination fee will be added to the total cost of the contract.

Voluntary Extensions (If Applicable): In accordance with SLD guidelines, upon mutual written agreement of both parties, the School/District has the option to voluntarily extend contracts with a term of one year or less beyond its original expiration date for up to four (4) additional one year terms at the pricing in effect at the time of the contract extension.

eCHALK SERVICE ORDER

This order for the services set forth herein constitutes a Service Order to the Master Services Agreement¹ (MSA #07-7554) between eChalk Inc. ("eChalk") and Alief Independent School District (the "School/District") collectively, the "Agreement."

School/District Contact Information:

Alief Independent School District
P.O. Box 68
Alief, TX 77411
2814988110
(281) 757-1923

eChalk Contact Information:

eChalk Inc.
199 Water Street, 16th Floor
New York, NY 10038
(800) 809-3349
(866) 662-5078 (fax)

Ordered Services and Fees. eChalk agrees to provide the School/District with the following services ("Ordered Services") which are detailed in the Description of Services document. The School/District agrees to pay eChalk the total nonrefundable cost set forth below for the Ordered Services.^{1*}

Description	Units	Qty.	Price per Unit	Number of Months	Total Cost	Elig %	Eligible Cost ²	SLD Cost ³	Customer Net Cost ⁴
eChalkAnytime	Site(s)	1	\$1,995.00	12	\$1,995.00	84	\$1,675.80	\$1,407.67	\$587.33
Volume Discount - Site	Discount	155	(\$1.00)	One-Time	(\$155.00)	84	(\$130.20)	(\$109.37)	(\$45.63)
TOTAL					\$1,840.00		\$1,545.60	\$1,298.30	\$541.70

¹**E-rate Eligible %:** eChalkAnytime is eChalkPLC are 84% E-rate eligible. Bundled ineligible services include file storage and content editing features and have been cost allocated out of this pricing. On-Site eChalk Administrator training has the same eligibility level as the type of service on which the training is focused.

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³**SLD Cost:** Based on the School/District's reported E-rate discount of 84%. Percentage is subject to change by the SLD (USAC).

⁴**Customer Net Cost:** The Total Cost less the amount reimbursed by the SLD (SLD Cost).

Service Start Date: 7/1/2009
Service End Date: 6/30/2010
Contract Expiration Date: 6/30/2010^{***}

On behalf of the School/District:

Signature _____

Name _____

Title _____

Date _____

On behalf of eChalk:

Signature _____

Name _____

Title _____

Date _____

¹In the event of a conflict between the Master Services Agreement, the Service Order(s), and any terms and conditions contained in any purchase order issued by the School/District, the order of priority for purposes of interpretation shall be the Master Services Agreement and then this Service Order. Any terms and conditions contained in a purchase order issued by the School/District shall not be controlling.

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